

VIA EMAIL AND FIRST-CLASS U.S. MAIL:

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**BEFORE THE ALABAMA
STATE PERSONNEL BOARD**

IN THE MATTER OF:

CASSUNDR A DENISE DALLAS.

Appellant,

Y.

ALABAMA DEPT OF MENTAL HEALTH.

Appellee.

Case No.: _____

AGREEMENT

In that the parties to this Agreement, CASSUNDRA DENISE DALLAS, the Alabama Department of Mental Health [hereinafter, Department], and the Mary Starke Harper Geriatric Psychiatry Center [hereinafter, Harper Center], a facility of the Department, desire to reach an understanding concerning the appeal by CASSUNDRA DENISE DALLAS of her termination from employment with the Department/Harper Center, it is hereby agreed and understood as follows:

1. CASSUNDRA DENISE DALLAS withdraws the administrative appeal of her dismissal from employment with the Department/Harper Center.
2. The Department/Harper Center agree to permit CASSUNDRA DENISE DALLAS to resign from her position as a Mental Health Worker Senior with the Department/Harper Center and said resignation is to be considered in lieu of termination.
3. By signing this Agreement CASSUNDRA DENISE DALLAS voluntarily resigns her position as a Mental Health Worker Senior with the Department/Harper Center and agrees that she is not owed or entitled to any form of compensation from the Department/Harper Center;

whether in the form of any income, benefits, accrued leave of any kind, damages of any kind or unemployment compensation.

4. The Department/Harper Center agrees to complete an amended Personnel Action Form in connection with the separation of CASSUNDRA DENISE DALLAS from employment with the Department/Harper Center. This amended Personnel Action Form will show CASSUNDRA DENISE DALLAS as having left employment with the Department/Harper Center by resignation. The amended form will be forwarded to the Alabama State Personnel Department.

5. It is understood that the above-described Personnel Action Form will show CASSUNDRA DENISE DALLAS as Recommended for Re-employment on the condition that upon execution of this Agreement, CASSUNDRA DENISE DALLAS agrees to never seek or accept employment with the Department, any Department facility (including the Harper Center) any contractors to the Department and its facilities nor any Department certified providers, in any job classification capacity.

6. CASSUNDRA DENISE DALLAS agrees to release all claims for any damages of any kind related to her employment with the Department/Harper Center, whether known or unknown, foreseen, unforeseen, patent or latent, which she may now have, or may hereafter have, against the Department, its facilities, Harper Center, the State of Alabama, its agents, employees, officers, directors and servants; individual and/or official capacities.

7. CASSUNDRA DENISE DALLAS specifically agrees that she has not been subjected to any sort of impermissible employment discrimination during her employment with the Department/Harper Center; that she has not, and is not, making any complaints related to impermissible employment discrimination.

8. This Agreement is enforceable as a contract between the parties. A violation of this Agreement may be used as grounds for a lawsuit for breach of contract in state or federal

court.

9. Except to the extent expressly provided in this Agreement, nothing contained herein is intended or will be construed as altering, superseding or amending: (a) any rule, law or regulation of the Alabama State Personnel Department, the Alabama Department of Mental Health, or any department or agency of the State of Alabama; or (b) the Alabama State Merit System.

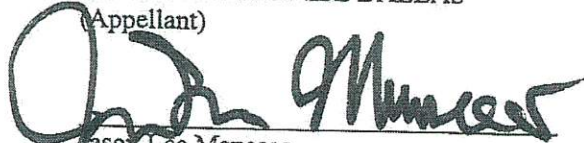
10. This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

11. By signing, CASSUNDR A DENISE DALLAS acknowledges that she is under no duress or coercion by any party to enter into this Agreement and does so freely, willingly and knowingly, without promise of any other terms not specifically listed herein.



CASSUNDR A DENISE DALLAS

(Appellant)

8-5-23
Date


Jason Lee Manasco
Attorney for Appellant

08/07/2023
Date


Christine Rembert, DNP
Facility Director, Harper Center

6/26/2023
Date

DAVID.WYATT.HUD
DLESTON
David W. Huddleston
Attorney for the Alabama Department of
Mental Health

July 13, 2023
Date